

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 14-06-2024 21:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 14-06-2024 21:30:00  |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (Days)   |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Defence  |
| Department Name/विभाग का नाम   | Department Of Defence Production   |
| Organisation Name/संगठन का नाम   | Munitions India Limited  |
| Office Name/कार्यालय का नाम  | *****  |
| Total Quantity/कुल मात्रा  | 550  |
| Item Category/मद केटेगरी   | COPPER ALLOY STRIP 0.19+ - 0.010 MM THICK X 31.8MM+ - 0.25 MM WIDE, ANEALED, HARDNESS 55 to 75 HV, SP  |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट   | No   |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट   | No   |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days   |
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)                                      | Yes  |
| Inspection to be carried out by Buyers own empanelled agency   | Yes  |
| Type Of Inspection   | Post Dispatch  |
| Name of the Empanelled Inspection Agency/ Authority  | Board of Officers  |

| Bid Details/बिड विवरण              |                             |
|------------------------------------|-----------------------------|
| Auto CRAC Days                     | 60                          |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

#### EMD Detail/ईएमडी विवरण

|                   |    |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

#### ePBG Detail/ईपीबीजी विवरण

|  |                     |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक  | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 5.00                |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 17                  |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

GENERAL MANAGER, AFK PUNE

Ammunition Factory Khadki Pune, Department of Defence Production, Munitions India Limited, Ministry of Defence (General Manager, Ammunition Factory, Khadki, Pune Unit Of Munitions India Ltd.)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

|  |     |
|--|-----|
| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no

purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### **4. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives**

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer. If so requested and accepted by the seller, initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer. For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on

any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

**COPPER ALLOY STRIP 0.19+ - 0.010 MM THICK X 31.8MM+ - 0.25 MM WIDE, ANEALED, HARDNESS 55 To 75 HV, SP ( 550 kilogram )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

|                                     |   |  |
|-------------------------------------|---|--|
| Whether Price variation applicable? | Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी) | Price variation clause document                      |
| Yes                                 |   | <a href="#">167902210b52ab4fedae70b871f747d9.pdf</a> |

**Technical Specifications/तकनीकी विशिष्टियाँ**

|  |                          |
|--|--------------------------|
| Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़ | <a href="#">Download</a> |
|--|--------------------------|

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के दिन |
|----------------|---|-------------|-----------------|------------------------------|
| 1              | *****   | *****PUNE   | 550             | 90                           |

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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#### **Following Terms and Conditions will be part of supply order:**

| <b><u>Sl. No.</u></b> | <b>Clause</b>                              | <b>Description</b>   |
|-----------------------|--|--|
| 01.                   | Item Description                           | COPPER ALLOY STRIP 0.19 + - 0.010 MM THICK X 31.8MM + - 0.25 MM WID E, ANEALD, HARDNESS 55 to 75 HV, SPECN IS-3167-1982 (FIRST REVISION) (Reaffirmed 2021) MATERIAL SHOULD BE FREE FROM ANIS COIL WEIGHT M AX.10 KG. (L.F.NO.0717590433)   |
| 02.                   | Delivery Period                            | 90 Days after SO placement (including raw material clearance).   |
| 03.                   | Payment Terms                              | 100% payment will be made within 30 days on receipt and acceptance of material at AFK.   |
| 04.                   | Option Clause:                             | Applicable, 50 % of SO quantity.   |
| 05.                   | Inspection Authority & place of inspection | Inspection officer: Authorized Representative of CGM<br><br>Place of Inspection : AFK Premises   |
| 06.                   | Mode of Delivery                           | F.O.R. :- AFK Premises   |
| 07.                   | Performance Security Deposit(PSD)          | Applicable @ 05%, if the contract value exceeds above Rs 05 lakh (as per latest guidelines of MILSPM 2023).<br><br>Successful Bidder can submit the Performance Security in the form of:<br><br>Bank Guarantee: In favour of General Manager, Ammunition Factory, Khadki, Pune 411003 (Unit of Munitions India Ltd.)<br><br>OR<br><br>In form of Account Payee Demand Draft : In Favour of MUNITIONS INDIA LIMITED - AMMUNITION FACTORY KIRKEE, payable at PUNE<br><br>OR<br><br>In form of Fixed Deposit Receipt - with auto renewable facility.<br><br>In favour of MUNITIONS INDIA LIMITED - AMMUNITION FACTORY KIRKEE, payable at PUNE |

|     |                                    |  |
|-----|------------------------------------|--|
| 7.1 |                                    | After award of contract, Successful Bidder has to submit the PSD in within 30 days.  |
| 7.2 | Validity of PSD                    | PSD should be valid for 14 months from the date of last supply date.   |
| 08. | Liquidated Damages ( LD):          | The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the contract, and delivery must be completed not later than the dates specified therein. Should the Seller fail to deliver the material to our premises or any consignment thereof within the period prescribed for such delivery, Buyer shall be entitled to recover from the Seller liquidated damages, as per GEM terms and conditions.   |
| 09. | Guarantee/Warranty Clause          | <p>12 calendar months from the date of receipt and final acceptance of supply in Buyer's place / buyer's designated place, whichever is earlier.</p> <p>Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 08 days' time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to reimburse the cost of such service / rectification to the Buyer.</p> |
| 10. | Pre-contract Integrity Pact Clause | Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. - if contract value exceeds Rs. 5Cr.   |

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|-----|--|--|
| 11. | Public Procurement for MSEs Order 2012 | Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders /Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of --% of total value. |
| 12. | Raw Material Self Certification        | <p>It is mandatory for all firms to send the Raw Material Self Certificate to the QCMAT Official Mail (<a href="mailto:afkgamat@ord.gov.in">afkgamat@ord.gov.in</a>) prior to dispatching the bulk. Failure to do so may result in AFK rejecting the bulk without further notice.</p> <p>The firm is required to provide all testing reports for the raw materials used in the production either along with the bulk supply or maximum within 07 days after receiving the bulk at AFK. In the event that all the testing reports not received, AFK reserves the right to reject the material without any additional notifications.</p> <p>In addition to testing reports, firm has to provide procurement details of Raw material.</p>   |
| 13  | PV Clause                              | Applicable as per attached Annexure A  |

|      |  |  |
|------|--|--|
| 14   | Special Terms and Conditions           | <p>a) Drawings &amp; Technical specification will be forwarded through mail to the firms on receipt of filled Non-disclosure agreement on email : <a href="mailto:afkpv3@ord.gov.in">afkpv3@ord.gov.in</a></p> <p>b) Participating firm is required to comply with all terms and conditions of tender enquiry. If firm is deviating from additional terms and conditions attached by buyer then such offers will be summarily rejected.</p> <p>c) Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, also participation of same seller may not be considered in next upcoming tenders also (by Relevant TPC) if:</p> <p>i) The Seller fails to comply with any material term of the Contract.</p> <p>ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.</p> <p>iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.</p> <p>iv) The Seller becomes bankrupt or goes into liquidation.</p> <p>v) The Seller makes a general assignment for the benefit of creditors.</p> <p>vi) A receiver is appointed for any substantial property owned by the Seller.</p> <p>vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p> |
| 14.  | GST                                    | Supplier shall ensure that the Invoice is raised in the name of Buyer with GSTIN of Consignee only. The GST No. of Buyer / consignee is: 27AAOCM8781H2ZP   |
| 14.1 |  | Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.  |
| 15.  | NON DISCLOSURE DECLARATION CERTIFICATE | NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid: (Format is enclosed herewith)  |
| 16.  | Loading and Unloading:                 | Loading and Unloading at yard will be under the scope of the supplier.   |
| 17.  | Arbitration:                           | All disputes & differences arising out of or in any way touching or concerning this agreement (except those for which specific provision has been made therein) shall be referred to Sole Arbitrator to be appointed by CMD, Munitions India Ltd with the mutual consent of the parties.   |

#### 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)



## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---